

MEMORANDUM OF AGREEMENT

BETWEEN

THE BOSTON REDEVELOPMENT AUTHORITY

AND

THE BOSTON AIR POLLUTION CONTROL COMMISSION WITHIN THE BOSTON CONSERVATION COMMISSION

THIS AGREEMENT entered into this _____ day of _____
1979, by and between the Boston Redevelopment Authority, hereinafter referred to as
the "Authority", and the City of Boston Air Pollution Control Commission within the
Boston Conservation Commission, hereinafter referred to as the "Commission".

WITNESS THAT:

WHEREAS, the Authority is the recipient of federal funds (Air Quality Techni-
cal Assistance Demonstration Grant B-78-SI-7001) for an air pollution control and
economic development demonstration program.

WHEREAS, the Commission is familiar with and qualified to provide the neces-
sary technical services required for such a program, and

WHEREAS, the Commission desires to perform such services for the Authority,

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

A. The Commission will conduct emission inventories and provide technical
and managerial assistance, when requested, in creating emission offsets through
pollution control strategies and energy conservation measures at City-owned or
operated facilities.

B. The Commission will encourage and supervise offset transactions of private
industrial companies. This will primarily involve serving as the clearinghouse for
the exchange of emission offsets in the private market and as the so-called
"broker" for the private sector emission offset "bank".

C. The Commission will provide City input into the state air pollution permit process and develop a reciprocal information exchange system between itself and the State of Massachusetts regarding air pollution permits within the City of Boston.

D. The Commission will conduct all other activities designated it in accordance with the Project Workplan approved by the federal funding source.

II. CONSULTATION AND REPORTS

It is understood that the Commission will be available to discuss with the Director of the Authority, or any other person designated by the Authority, regarding any of the services to be performed hereunder.

The Commission will prepare reports, as determined by the Director of the Authority, or any other person designated by the Authority, which relate to the services noted under Section I hereunder.

III. COMPENSATION

The Authority shall pay to the Commission during fiscal year 1980 an amount not to exceed the following for services rendered by Commission personnel listed below: Air Pollution Control Commission Director (20% time at \$21,800) - \$4,360; Air Quality Inspector - \$13,000; Air Quality Inspector - \$9,500; Senior Air Quality Inspector (15% time at \$16,600) - \$2,000. Fringe benefits will be reimbursed at a rate not to exceed 20% of the total salaries to be reimbursed the Commission.

The Authority shall pay to the Commission during fiscal year 1981 an amount not to exceed the following for services rendered by Commission personnel listed below: Air Pollution Control Commission Director (20% time at \$23,108) - \$4,622; Air Qua-

lity Inspector - \$13,780; Air Quality Inspector - \$10,070; Senior Air Quality Inspector (15% time at \$17,596) - \$2,640. Fringe benefits will be reimbursed at a rate not to exceed 20% of the total salaries to be reimbursed the Commission.

In addition, the Authority shall pay to the Commission during fiscal year 1980 an amount not to exceed the following for current charges and obligations listed below: Travel, including inspectors' field travel - \$700; copying - \$350; miscellaneous - \$261. The Authority shall pay to the Commission during fiscal year 1981 an amount not to exceed the following for current charges and obligations listed below: Travel, including inspectors' field travel - \$1,000; copying - \$400; miscellaneous - \$261.

IV. METHOD OF PAYMENT

The Commission shall make quarterly application for payment of fees earned and current charges and obligations incurred during the previous quarter. Each such application shall contain an itemization of the total time the Commission staff worked under this Agreement, and the total fees hereunder. An itemization of current charges and obligations for which reimbursement is requested must accompany the application.

In addition, each application shall also be accompanied by a progress report which identifies the work undertaken for the time period covered by the application for payment.

V. TIME OF PERFORMANCE

Services provided hereunder shall be effective immediately upon adoption of this Agreement. All work under this Agreement shall be completed prior to June 30, 1981.

VI. TERMS AND CONDITIONS

This Agreement is made subject to the provisions of form "Part II Terms and Conditions" HUD-261B, (5-66), attached hereto and made a part here of, wherein the "Local Public Agency" shall mean the "Authority".

IN WITNESS WHEREOF, at Boston, Massachusetts, the parties hereto have caused this Agreement to be signed, sealed, and delivered by their duly authorized officers.

ATTEST

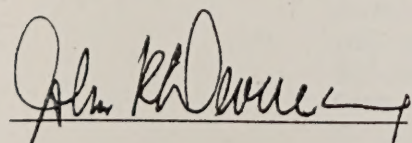
BOSTON REDEVELOPMENT AUTHORITY

APPROVED AS TO FORM:

General Counsel

CITY OF BOSTON
AIR POLLUTION CONTROL COMMISSION

APPROVED AS TO FORM:



John P. O'Connell

MEMORANDUM

SEPTEMBER 20, 1979

TO: BOSTON REDEVELOPMENT AUTHORITY

FROM: ROBERT J. RYAN, DIRECTOR

SUBJECT: MEMORANDUM OF AGREEMENT
AIR QUALITY TECHNICAL ASSISTANCE GRANT

2854

SUMMARY: Request authorization to execute a Memorandum of Agreement with the Boston Air Pollution Control Commission/Boston Conservation Commission for air quality offset program. Federal funds had been specifically allocated in the approved federal interagency grant for this agreement. The amount of this agreement will not exceed \$35,950 in fiscal year 1980, nor exceed \$39,000 in fiscal year 1981.

Under the Air Quality Technical Assistance grant, funds had been designated for assistance to the Boston Air Pollution Control Commission/Boston Conservation Commission in establishing an emission offset program. The Boston Air Pollution Control Commission/Boston Conservation Commission has the capability and staff to provide the Authority with on-site air pollution inspection and air quality planning.

Under the terms of this agreement, the Commission will perform the following activities: conduct emission inventories and provide technical and managerial assistance, when requested, in creating emission offsets at city-owned and operated facilities; encourage and supervise offset transactions of private individual companies; and provide city input into the state air pollution permit process.

In addition, the Boston Air Pollution Control Commission/Boston Conservation Commission will conduct all other activities designated it in accordance with the Project Workplan approved by the federal funding source. All of the above activities will be completed by June 30, 1981.

It is recommended that the Authority contract with the Boston Air Pollution Control Commission/Boston Conservation Commission to provide these services. An appropriate vote follows:

VOTED: That the Director be and hereby is authorized to execute a Memorandum of Agreement with the Boston Air Pollution Control Commission/Boston Conservation Commission for providing certain services under the Air Quality Technical Assistance Demonstration Grant. Amount of this agreement will not exceed \$35,950 in fiscal year 1980, nor exceed \$39,000 in fiscal year 1981. Payment will be made available from funds in the approved Air Quality Technical Assistance Grant.